

**CLANDESTINE LABORATORY SAFETY TRAINING PROGRAM
PROVIDER – MCSO (NIGP 96147)**

CONTRACT PERIOD THROUGH NOVEMBER, 30 2008

SUBJECT: Contract for **CLANDESTINE LABORATORY SAFETY TRAINING PROGRAM**
PROVIDER – MCSO (NIGP 96147)

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

SF/mm
Attach

Copy to: Clerk of the Board
Amie Bristol, MCSO
Mirheta Muslic, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **CLANDESTINE LABORATORY SAFETY
TRAINING PROGRAM PROVIDERS - MCSO
(NIGP 96147)**

1.0 **INTENT:**

The intent of Invitation for Solicitation is to establish a contract, which will provide instructors, to train Maricopa County Sheriff's Office (MCSO) personnel regarding clandestine laboratory safety training procedures. *MCSO anticipates that up to seven (7) classes may be conducted within the duration of this contract (initial award period of three (3) years).* This is a requirements contract; no guarantee regarding the quantities of services is made. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. The County expects to make a single award related to this solicitation

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 Providers offering a bid for this solicitation are required to provide instructors meeting the following minimum qualifications:

2.1.1 Instructors shall be **fully compliant with approved/certified by** the Drug Enforcement Agency ~~to instruction of the Clandestine Laboratory Safety Training program. A copy of the individual instructor's certification shall be included with their "resume package".~~

2.1.2 Instructors shall possess Clandestine Laboratory Safety Certification in accordance with ~~20~~ **29** CFR 1910.120. ~~A copy of this~~ **Copies of these** certificate, for each instructor shall be provided with **their response**.

2.1.3 Bidder/respondent shall offer proof that they have been actively providing these services which fully meet the specifications of this solicitation for two (2) years or more.

2.2 Additional certifications include but are not limited to:

2.2.1 Certified Hazardous Materials Manager

2.2.2 Registered Environmental Assessor.

2.2.3 Registered Environmental Manager

2.2.4 Certified Professional Environmental Auditor

2.2.5 Certified Environmental Inspector.

2.2.6 Certified Safety Professional.

2.2.7 Hazardous Waste Operations (29 CFR 1910.120)

2.2.8 Respiratory Protection (29 CFR 1910.134)

2.2.9 Blood borne Pathogens (29 CFR 1910.130)

2.2.10 Injury and Illness Protection Program

2.2.11 Site Safety Officer Certification Program

2.3 ***It is expected that each class will require two (2) certified instructors to teach each training class. The County will provide the training facility and any necessary audio/visual equipment.***

- 2.4 *Training classes are expected to be 40 hours duration, (five (5) days, eight (8) hours per day). Class participant size is expected to be in the range of 30 to 50. Participants shall either “pass or fail”. Those participants who “pass” shall be issued certificates attesting to such.*
- 2.5 Bidder shall provide the information/documents listed below, with their bid/response, to be considered for contract award. These requirements are mandatory. Failure to provide any required documents and/or information requested may deem the bid/response unacceptable for award consideration.
- 2.5.1 Resume highlighting qualifications of each instructor, related to this solicitation. A minimum of two resumes (one for each individual instructor, the respondent intends to utilize) shall be submitted.
- 2.5.2 Complete proposed Clandestine Laboratory Safety Certification Course Outline inclusive of course objectives and instructors outlines.
- 2.5.3 Once complete “set” of Clandestine Laboratory Safety Certification Student Materials, and an example of the “certificate” which will be provided to participants which successfully complete the training program.
- 2.5.4 Price/fee schedule for two (2) instructors to teach the Clandestine Laboratory Safety Certification Course, see Attachment A, pricing page.
- 2.5.5 Price per unit for each “set” of Student Materials
- 2.6 Travel Expenses. It is expected that Maricopa County will reimburse the prospective vendors for travel expenses. The expenses include:
- 2.6.1 Airfare
- 2.6.2 Lodging and per diem (applicable Federal per diem rates)
- 2.6.3 Car Rental
- 2.7 USAGE REPORT:
- The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.
- 2.8 DELIVERY:
- It shall be the Contractor’s responsibility to meet the County’s service delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make service delivery and any price differential will be charged against the Contractor.
- 2.9 TAX:
- No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.
- 2.10 FACILITIES:
- During the course of this Agreement, the County shall provide the Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications, inclusive of submission of all required documents.

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily

completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence,

and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, MCSO Procurement Manager, 602-876-3409 a_bristol@mcs.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) complete original copy of their bid/submission (labeled) and one (1) "copy" of the original labeled as "copy.. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

NETWORK ENVIRONMENTAL SYSTEMS INC, 1141 SIBLEY STREET, FOLSOM, CA 95630

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ 0% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

PRICING SHEET S083402/B0700173 (NIGP 96147)

1.0 PRICING:

- | | | |
|-----|--|---------------------------------|
| 1.1 | Clandestine Laboratory Safety Training Program
training class in full accordance with the technical
specifications stated herein. (40 hour training program,)
five (5) days, two (2) instructors, 30-50 participants).
DO NOT INCLUDE "STUDENT MATERIALS" | <u>\$16,500.00</u>
per class |
| 1.2 | Student materials, inclusive of "certificate", per
student/participant "set". | <u>\$ 35.00</u>
each |

Terms:	NET 30
Vendor Number:	W000003254 X
Telephone Number:	916/353-2360
Fax Number:	916/353- 2375
Contact Person:	Jerry Bucklin
E-mail Address:	ssummers@networkenvironmental.com
Company Web Site:	www.networkenvironmental.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending November 30, 2008.